

SIDE LETTER AGREEMENT

BETWEEN
THE CITY OF SAN JOSE
AND
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

LUMP SUM BONUS AND CALCULATION OF OVERTIME FOR EMPLOYEES IN THE PUBLIC SAFETY RADIO DISPATCHER CLASS SERIES

1(a). In acknowledgement of the significant recruitment and retention issues of classifications within the Public Safety Radio Dispatcher class series, employees holding positions in the classifications listed below shall receive a one-time, non-pensionable lump sum retention bonus equivalent to approximately 3% of an employee's base pay as of June 21, 2015.

- Public Safety Communications Specialist FT (8515)
- Public Safety Communications Specialist PT (8535)
- Public Safety Radio Dispatcher FT (8514)
- Public Safety Radio Dispatcher PT (8534)
- Senior Public Safety Dispatcher FT (8513)
- Senior Public Safety Dispatcher PT (8533)
- Supervising Public Safety Dispatcher (8512)

The one-time, non-pensionable lump sum retention bonus of approximately 3% shall be split into two equal payments totaling 3%. The first one-time, non-pensionable lump sum retention bonus of approximately 1.5% of the employee's base salary shall be paid effective December 24, 2015, and the second one-time, non-pensionable lump sum retention bonus of approximately 1.5% of the employee's base salary shall be paid effective January 22, 2016. To receive the first one-time, non-pensionable lump sum retention bonus, an employee must be continuously employed in one or more classification(s) listed above from June 21, 2015, to December 24, 2015. To receive the second one-time, non-pensionable lump sum retention bonus, an employee must be continuously employed in one or more classification(s) listed above from June 21, 2015 to January 22, 2016.

- The payment of the one-time, non-pensionable lump sum retention bonus is contingent on the employee being continuously employed in a classification listed above through December 31, 2016. If an employee in a classification listed above has received any portion or all of the one-time, non-pensionable lump sum retention bonus, and separates from City employment prior to January 1, 2017, the employee forfeits the one-time, non-pensionable lump sum retention bonus and to the extent permitted by law will be required to reimburse the City for the entire amount of the bonus received. The employee may sign an agreement to deduct the bonus amount from his or her

final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the bonus amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the bonus, the City shall pursue reimbursement of the bonus amount through any other lawful means, including the collection process. This provision shall not apply to employees who retire directly from City service.

1(b). Former full-time employees who previously held positions in the classifications listed above **and** who are rehired into a position in a classification above between June 21, 2015, and December 31, 2016, shall be eligible to receive the one-time, non-pensionable lump sum retention bonus of approximately 3% of the employee's base pay as of their hire date.

- Employees rehired between June 21, 2015, and December 5, 2015, shall receive the first and second one-time, non-pensionable lump sum retention bonus payments of approximately 1.5% of the employee's base pay as of their hire date, at the same time as current employees in the classifications listed above.
- Employees rehired between December 6, 2015, and January 2, 2016, shall receive the first one-time, non-pensionable lump sum retention bonus payment of approximately 1.5% of the employee's base pay as of their hire date within two (2) full pay periods from their start date in their position. The second one-time, non-pensionable lump sum retention bonus payment of approximately 1.5% of the employee's base pay as of their hire date shall be effective January 22, 2016.
- Employees rehired on or after January 3, 2016, shall receive a one-time, non-pensionable lump sum retention bonus equivalent to approximately 3% of the employee's base pay as of their hire date within two (2) full pay periods from their hire date.
- The payment of the one-time, non-pensionable lump sum retention bonus is contingent on the employee being continuously employed in a classification listed above through December 31, 2016. If an employee in a classification listed above has received any portion or all of the one-time, non-pensionable lump sum retention bonus, and separates from City employment prior to January 1, 2017, the employee forfeits the one-time, non-pensionable lump sum retention bonus and to the extent permitted by law will be required to reimburse the City for the entire amount of the bonus received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the bonus amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the

bonus, the City shall pursue reimbursement of the bonus amount through any other lawful means, including the collection process. This provision shall not apply to employees who retire directly from City service.

1(c). Employees who successfully complete the Police Department's Basic Dispatch Academy and the Fire Department's Call Taking/Radio Academy, who began on or before July 6, 2015, and are placed in a classification listed above prior to December 31, 2016, shall be eligible for the one-time, non-pensionable lump sum retention bonus of approximately 3% of the employee's base pay as of the date they were placed in a classification listed above.

- Employees who successfully complete the Police Department's Basic Dispatch Academy and the Fire Department's Call Taking/Radio Academy, who began on or before July 6, 2015, and are placed in a classification listed above between June 21, 2015, and December 5, 2015, shall receive the first and second one-time, non-pensionable lump sum retention bonus payments of approximately 1.5% of the employee's base pay as of their hire date each, at the same time as current employees in the classifications listed above.
- Employees who successfully complete the Police Department's Basic Dispatch Academy and the Fire Department's Call Taking/Radio Academy, who began on or before July 6, 2015, and are placed in a classification listed above between December 5, 2015, and January 2, 2016, shall receive the first one-time, non-pensionable lump sum retention bonus payment of approximately 1.5% of the employee's base pay as of their hire date within two (2) full pay periods from their start date in their position. The second one-time, non-pensionable lump sum retention bonus payment of approximately 1.5% of the employee's base pay as of their hire date shall be effective January 22, 2016.
- Employees who successfully complete the Police Department's Basic Dispatch Academy and the Fire Department's Call Taking/Radio Academy, who began on or before July 6, 2015, and are placed in a classification listed above on or after January 3, 2016, shall receive a one-time, non-pensionable lump sum retention bonus equivalent to approximately 3% of the employee's base pay as of their hire date within two (2) full pay periods from their placement into a classification listed above.
- The payment of the one-time, non-pensionable lump sum retention bonus is contingent on the employee being continuously employed in a classification listed above through December 31, 2016. If an employee in a classification listed above has received any portion or all of the one-time, non-pensionable lump sum retention bonus, and separates from City employment prior to January 1, 2017, the employee forfeits the one-time, non-pensionable lump sum retention bonus and to the extent permitted by law will be required to reimburse the City for the entire amount of the bonus received. The

employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the bonus amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the bonus, the City shall pursue reimbursement of the bonus amount through any other lawful means, including the collection process. This provision shall not apply to employees who retire directly from City service.

1(d). Part-time benefited employees in a classification listed above shall be eligible to receive the one-time, non-pensionable lump sum retention bonus of approximately 3% of the employee's base pay effective June 21, 2015. The "base pay" for part-time benefited employees in the classifications listed above shall be calculated as follows:

- Hourly rate multiplied by the maximum number of hours that an employee may work within the employee's benefit level.

Benefit Level	Maximum Hours
20.00 – 24.00	1,248
25.00 – 29.00	1,508
30.00 – 34.00	1,768

- For example, an employee who makes \$25.00 per hour in the 20-24 hour benefit level will have their \$25.00 hourly rate multiplied by 1,248 hours, resulting in a "base pay" of \$31,200.
- The dates of the first and second payments of approximately 1.5% of the employee's base pay effective June 21, 2015 shall be consistent with the schedule outlined in section 1(a) of this agreement.
- The payment of the one-time, non-pensionable lump sum retention bonus is contingent on the part-time benefited employee being continuously employed in a classification listed above through December 31, 2016. If an employee in a classification listed above has received any portion or all of the one-time, non-pensionable lump sum retention bonus, and separates from City employment prior to January 1, 2017, the employee forfeits the one-time, non-pensionable lump sum retention bonus and to the extent permitted by law will be required to reimburse the City for the entire amount of the bonus received. The employee may sign an agreement to deduct the bonus amount from his or her final paycheck of wages, subject to applicable laws. In the absence of such agreement, the City shall deduct the bonus amount from the employee's sick leave payout, if applicable, and the employee's vacation leave payout. If the employee's leave amounts are not adequate to cover the entire amount of the bonus, the City shall pursue reimbursement of the bonus

amount through any other lawful means, including the collection process. This provision shall not apply to employees who retire directly from City service.

- 1(e). An employee who (a) transfers from one eligible classification to another eligible classification, or (b) transfers from an eligible full-time position to an eligible part-time benefited position shall receive the one-time, non-pensionable lump sum retention bonus payment of approximately 3% based on the base pay of the classification they are in at the time the one-time, non-pensionable lump sum retention bonus payments are made.
2. The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding the calculation of overtime compensation:

7.3.2 Paid time off (excluding Sick Leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications listed below:

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

7.11.1 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime (except as modified in section 7.3.2 for the classifications listed above).

In recognition of the circumstances listed above, effective the first pay period after this agreement is signed by all parties below and has been approved by the City Council, overtime compensation shall be calculated at 2.0 times the hourly rate for all hours worked past twelve (12) hours in a single shift for employees in the classifications listed above.

The parties agree that this provision shall only be in effect for a total of **twenty-six (26) consecutive pay periods**.

MEF Side Letter - Lump Sum Bonus and Calculation of Overtime for Employees in the Public Safety Radio
Dispatcher Class Series
November 5, 2015

This side letter agreement shall become effective on the first pay period after this agreement
has been signed by all parties and approved by the City Council.

FOR THE CITY:

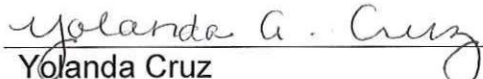


Jennifer Schembri
Director of Employee Relations

11/5/15

Date

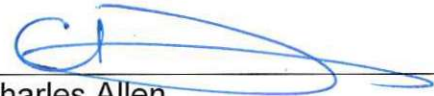
FOR THE UNION:



Yolanda Cruz
President
MEF, AFSCME Local 101

11-5-15

Date



Charles Allen
Business Agent
AFSCME, Local 101

11-5-15

Date